

IT Professional Technical Services Master Contract Program T#:902TS

Statement of Work (SOW) For Technology Services Issued By

Minnesota Department of Employment and Economic Development

Project Title Skills Transferability

Service Category: User Experience Architecture Specialist

Business Need

CareerOneStop ("COS") is an integrated suite of national Websites located at www.CareerOneStop.org to help job seekers, students, and workforce professionals find employment and career resources. Employers and economic development professionals find these resources useful as well. The U.S. Department of Labor Employment and Training Administration sponsors CareerOneStop with a grant to the Minnesota Department of Employment and Economic Development's Workforce Development Division. Activities under the grant are managed by DEED's COS Program Manager with guidance from DOLETA.

DOLETA has funded a Skills Transferability project whose first phase completes September 6, 2010. The project's focus is to create a seamless experience that enables a worker with experience in one occupation to discover alternative occupations in which he or she can use skills, knowledge, and abilities based on the previous occupation.

Audiences include dislocated workers, workforce counselors, businesses, economic developers, and community organizations.

One of the critical requirements of this project, which continues until March, 2011, is that the solution be extremely easy to use. Since the COS project does not have sufficient usability expertise on staff to handle this requirement, DEED procured staff augmentation user experience architecture consultants for the first phase using the ASAP-IT process.

This SOW is to procure user experience architecture staff augmentation consultants for the balance of the project.

DEED is seeking a proven user experience architecture partner to work with DEED and its subcontractors in designing the user experience for the later phases of the Skills Transferability tool, known as mySkills myfuture (MSM). Partner may provide one or more resources to augment COS staff and to deliver the outcomes and perform the duties listed below.

The Skills Transferability project is a major commitment by DOLETA and represents a strategic opportunity to improve the job seeking options for unemployed workers. It supports CareerOneStop's mission to provide career information, guidance, and recommendations to the nation's workforce and workforce system.

Project Deliverables

At a high level, the desired outcomes include:

- Give the CareerOneStop team (sponsoring agencies, content providers, designers and developers) a shared, consistent understanding of our users and their behaviors
- Improve the quality of the user experience for people who visit mySkills myFuture.
- Collaborate with the CareerOneStop team to improve performance as measured by the number of unique visitors to MSM and the length of visits
- Support the CareerOneStop team as we improve our user experience design process

Activities to support these outcomes may include:

- Usability testing, conducted online with remote evaluators throughout the United States (recruiting, test design, moderation and reporting) and with eye tracking technology
- Heuristic usability evaluation and recommendation
- Audience characterization and segmentation study, conducted as an online survey
- Quantitative card sorting and labeling
- Persona development, primary and secondary, for all audiences of interest
- Create design wireframes
- Participate in information architecture design and validation
- Training and coaching in usability best practices and collaboration for content providers

Note that the scope of this work does not include graphic design activities. The User Experience Architecture team will work closely with the project's graphic designers.

Project Milestones and Schedule

- Project Start Date – the project is ongoing. COS seeks to bring these resources on as soon as possible to participate in planning Phase II of the Skills Transferability project
- Key deliverable dates – Phase II is tentatively scheduled to complete by 1/15/11. Future phases will be planned. Project end date is 3/31/11.

Project Environment (State Resources)

- Staff descriptions:
 - a) Number of people on the project – Two at DEED; 10 at MnSCU via InterAgency Agreement
 - b) Project Manager Name – Mike Ellsworth
- Current support structures in place – all structures supporting current staff augmentation User Experience Architecture Consultants will remain in place.

Agency Project Requirements

- Work to be performed at DEED, MnSCU and contractor location as necessary

Responsibilities Expected of the Selected Vendor

- Proposed change management process – Will be subject to COS standard change management process
- Providing training/ knowledge transfer – vendor resources are expected to transfer knowledge to COS usability resources and other staff
- Work plan – vendor is expected to provide a proposed work plan as part of their response to this SOW.

Required Skills

Specification	Minimum Specification
Level of education	B.S. or B.A. Degree or equivalent experience
Certification	Certification or degree program with focus on User Experience Architecture; Human Factors International Certification or equivalent preferred
Years of experience in a User Experience Architect role	Three or more years of experience in an User Experience Architect role
Engagements as an User Experience Architect	Three or more engagements as a User Experience Architect
Engagements more than 6 mo. in an User Experience Architect role	Three or more engagements lasting more than 6 months in User Experience Architect role
Engagements that the User Experience Architect roles exceeded \$150K.	Three or more engagements that the User Experience Architect roles exceeded \$150,000.
User Experience Architecture	Three or more engagements involving User Experience architecture.
Remote Usability Testing	Two or more engagements involving Remote Usability Testing.
User Experience Design (wireframe)	Two or more engagements involving User Experience Design (wireframe).
Persona Development	Two or more engagements involving Persona Development
Audience Characterization	Two or more engagements involving Audience Characterization
Online Survey	Two or more engagements involving creating and implementing online surveys
Heuristic usability evaluation and recommendation	Two or more engagements involving heuristic usability evaluation and recommendation

Process Schedule

- | | |
|--|------------------------------|
| • Deadline for Questions | August 6, 2010 4:15 pm CDT |
| • Posted Response to Questions | August 11, 2010 4:15 pm CDT |
| • Proposals due | August 13, 2010 4:15 pm CDT |
| • Anticipated proposal evaluation begins | August 16, 2010 10:15 am CDT |
| • Anticipated proposal evaluation & decision | August 18, 2010 4:15 pm CDT |

Questions

Clarification of Requirements

Questions of clarification regarding this SOW must be submitted in writing, via email, by August 6, 2010 4:15 pm CDT to:

CareerOneStop.RFP@state.mn.us

Bonnie Sullivan, COS Management Analyst

Minnesota Department of Employment and Economic Development

Please use this exact subject line in your submission of questions:

COS User Experience Architecture Services – Q/A

Vendors may raise any questions they have concerning requirements or processes outlined in this SOW. COS will email all vendors who requested the SOW an addendum containing all questions as submitted and DEED's responses. Questions and answers will also be posted on the Office of Enterprise Technology website by August 11, 2010 4:15 pm CDT (www.oet.state.mn.us).

If a Vendor discovers a significant ambiguity, error, discrepancy, or other deficiency, the Vendor should notify the individual named above immediately. In the event that it is necessary to provide substantial clarifying information, DEED will distribute an addendum to all recipients of the original SOW.

SOW Evaluation Process

- Categories and scoring methodology/criteria
 - Company (10%)
 - Experience (20%)
 - Desired skills (20%)
 - Work Plan (20%)
 - Cost (30%)

Response Requirements

Proposal should include the following sections, in this order.

- Introduction
- Company overview
 - a) Company history, growth
 - b) Current financial data if publicly available
- Detailed response to "Business/Project Requirements"
 - a) Description of the vendor's understanding of the need and explanation of their proposed solution.
 - b) Explain how the proposed resources will meet the requirements.
- Detailed response to staff augmentation
 - 1) Resume(s)
 - 2) Cost per hour
- References: Provide three clients who have used the proposed resources
- Conflict of interest statement as it relates to this project
- Required forms to be returned or additional provisions that must be included in proposal
 - a) Affirmative Action Certificate of Compliance (if over \$100,000)
<http://www.mmd.admin.state.mn.us/doc/affaction.doc>
 - b) Affidavit of non-collusion
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
 - c) Immigration Status Certification (if over \$50,000)
<http://www.mmd.admin.state.mn.us/doc/immstatcert.doc>
 - d) Location of Service Disclosure
<http://www.mmd.admin.state.mn.us/Doc/ForeignOutsourcingDisclosureCertification.doc>
 - e) Certification Regarding Lobbying
<http://www.mmd.admin.state.mn.us/doc/lobbying.doc>
 - f) Veteran-Owned/Service Disabled Veteran-Owned Preference Form
<http://www.mmd.admin.state.mn.us/doc/vetpref.doc>
 - g) Other documents required in DEED's attachment D - When DEED Contracts Are Paid For With Federal Funding

Proposal Submission Instructions

Responses to this SOW must be submitted in writing, via email, by August 13, 2010 4:15 pm CDT to:

CareerOneStop.RFP@state.mn.us

Bonnie Sullivan, COS Management Analyst

Minnesota Department of Employment and Economic Development

Please use this exact subject line in your submission of questions:

COS User Experience Architecture Services – Proposal Submission

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Liability

Select Liability Language:

http://www.oet.state.mn.us/mastercontract/docs/forms/Indemnity_Liability_Language.doc

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed.

Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted; include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Laws of Minnesota, 2010, Chapter 333, Article 2, Section 3, Subdivision 6a, eligible certified veteran-owned businesses, with their principal place of business in Minnesota and Center for Veteran Enterprises verified (CVE Verified) by United State Department of Veterans Affairs, will receive up to a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses include certified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Laws of Minnesota, 2010, Chapter 333, Article 2, Section 3, Subdivision 6a).

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs (in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74) prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete and **sign** the **Veteran-Owned/Service Disabled Veteran-Owned Preference Form** in this solicitation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

ATTACHMENT D
DEED- Terms and Conditions for contracts paid with federal funding.

The following terms and conditions are applicable to this Contract either to comply with federal requirements or to enable DEED to comply with federal requirements. When possible, citations to applicable federal requirements are noted. While DEED has used its best efforts to enumerate applicable federal requirements, there may be other provisions of federal statute, regulation, executive order, or policy applicable to the Contract.

In an effort to provide assistance to the Contractor concerning identification of required tasks within this Attachment, the designation “[R]” is included immediately below a paragraph or section to indicate that a report or other response to DEED from the Contractor is required by the paragraph or section, as applicable.

1. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Under Executive Orders 12549, 12689, and 29 C.F.R. § 97.35, & Part 98, DEED must not enter into any covered transactions (including subgrants and contracts) at any tier with any party which is debarred, suspended, or otherwise excluded from participation in Federal assistance programs.

- a. General. Except to the extent prohibited by law, persons who have been proposed for debarment under 48 C.F.R. § 9.4, debarred, suspended, or are ineligible, as defined by 29 C.F.R. § 98.960, shall be excluded from participating as either participants or principals in all lower tier covered transactions (as defined by 29 C.F.R. § 98.200) for the period of their exclusion, unless DOL or an authorized official grants an exception. Contractor must comply with 29 C.F.R. Part 98, subpart C (§§ 98.300-98.365) as a condition of participation in this Contract.

[29 C.F.R. §§ 97.35, 98.115, 98.120, 98.140, 98.210, 98.305, & 98.330.]

- b. Certification. Under 29 C.F.R. § 98.355, Contractor has an affirmative obligation to notify the State, before entering into this Contract, if it or its principals are proposed for debarment under 48 C.F.R. § 9.4, or are presently debarred, suspended, or ineligible. Contractor certifies that, by executing this Contract, neither it nor its principals are proposed for debarment under 48 C.F.R. § 9.4, or are presently debarred, suspended, or ineligible. Contractor's certification is a material representation of fact upon which reliance is placed when DEED enters into this Contract. A false statement on this Certification may be grounds for rejection or termination of the Contract, debarment, suspension, and other remedies available to the State and the Federal Government. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine or imprisonment for up to five years, or both.

[R][29 C.F.R. §§ 98.355 & 98.360.]

- c. Contractor's Lower Tier Covered Transactions. Contractor must comply with the requirements of 29 C.F.R. § 97.35 and Part 98, subpart C (§§ 98.300-98.330), regarding entering into a covered transaction (such as a subcontract or purchase order for goods (including equipment) or services) whose amount is expected to equal or exceed \$25,000 and must verify that the person with whom Contractor intends to do business, for itself or its principal(s), has not been proposed for debarment under 48 C.F.R. § 9.4, and is not debarred, suspended, or ineligible. Contractor may verify the person's status by checking the federal Excluded Parties List System (EPLS), collecting a certification from the person, or adding a clause or condition to the covered transaction. Contractor may access the EPLS at <http://epls.arnet.gov>. A sample Lower Tier Certification clause is attached as Attachment D-1.

[R][29 C.F.R. §§ 97.35, 98.115, 98.120, 98.200, 98.300, 98.305, & 98.330.]

- d. Changed Circumstances. Contractor must provide immediate written notice to the State if Contractor learns that, for itself, its principals, and any of its lower tier participants and their principals, they failed to disclose debarment information earlier, as required by 29 C.F.R. § 98.355 or, due to changed circumstances, they are ineligible. Contractor shall require its

prospective and actual subcontractors and other lower tier participants to provide immediate written notice to Contractor if the prospective or actual subcontractor or other lower tier participant learns that its debarment information was erroneous when submitted or becomes erroneous because of changed circumstances.

[R][29 C.F.R. § 98.365.]

2. LOBBYING AND LITIGATION

- a. (Applicable to Contractor and its lower tier participants such as its subcontractors, grantees, and subgrantees, at any tier) Contractor and its lower tier participants, at any tier, shall not expend any of the Contract Funds to pay any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Any person who makes an expenditure prohibited by this provision shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

[31 U.S.C. § 1352(a) & (c)(1); 29 C.F.R. §§ 93.100(a), 93.400(a).]

- b. (Applicable to contracts and subcontracts, and grants and subgrants exceeding \$100,000, at any tier.) Contractor shall comply with the terms of the Certification Regarding Lobbying that it previously submitted or will be submitting with this Contract. Contractor shall promptly report to DEED any change to its Certification or Disclosure. Contractor shall provide to DEED a Disclosure of Lobbying Activities Form (SF-LLL) within 15 days of the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information in any previously filed Disclosure forms, as listed in 29 C.F.R. § 93.110(c)(1)-(3). Contractor must include the language of the Certification form in all subcontracts, grants, and subgrants, at any tier, must require its lower tier participants, at any tier, to certify and disclose accordingly, and must require them to abide by all Certification and Disclosure requirements applicable to Contractor. Contractor shall promptly collect and forward to DEED all Certification and Disclosure forms from all tiers. Any filed Certification or Disclosure form shall be treated as a material representation of fact upon which all receiving tiers shall rely. Submitting an erroneous Certification or Disclosure constitutes a failure to file. If Contractor and its lower tier participants fail to file or amend the required Certification or Disclosure, in addition to any remedies available to DEED, the United States may pursue all available remedies including, under 31 U.S.C. § 1352(c) and 29 C.F.R. § 93.300(b), a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. A copy of the current Certification form is attached as Attachment D-2. A copy of the current SF-LLL (including instructions) is attached as Attachment D-3, and can be accessed electronically at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>.

[R][31 U.S.C. § 1352, 29 CFR §§ 93.110, 93.400, & App. A-B.]

- c. No funds provided under the DOL Grant Agreement shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, video, or film presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself. No funds provided under the DOL Grant Agreement shall be used to pay the salary or expenses of Contractor, its lower tier participants or agents, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

[DOL Grant Agreement, As applicable: P.L. 109-149, Title V, § 503; P.L. 110-5, ch. 6; P.L. 110-161, § 6, Div. G, Title V, § 503; or P.L. 111-8, § 5, Div. F, Title V, § 503.]

3. REPORTING REQUIREMENTS

- a. Contractor shall provide all necessary programmatic and financial status information arising from the Contract to DEED in a timely manner so DEED can meet its quarterly and final reporting deadlines to DOL. These quarterly deadlines are not later than 45 days after the end of the calendar year quarters for the quarterly financial status reports and not later than 30 days after the end of the calendar year quarter for the quarterly performance (or progress) reports. The final reporting deadlines are not later than 90 days after all funds have been expended, or the period of grant funds availability has expired. Reporting requirements are contained in DOL regulations, principally 29 C.F.R. §§ 97.40(b) & (d), 97.41, & 97.50(b). All reporting information must be submitted according to the schedule(s) in the regulations cited in the previous sentence and in the DOL Grant Agreement. The two basic reporting categories include: Quarterly Grantee Performance/Progress Reports (29 C.F.R. § 97.40(b)) and Quarterly Financial Status Reports (DOLETA Form ETA 9130 replacing the SF 269, *also see* 29 C.F.R. § 97.41(b)). Additionally, federal regulations require Federal Cash Transactions Reports (SF 272) which are due to DOL from DEED no later than 15 working days after the end of each calendar year quarter (*also see* 29 C.F.R. 97.41(c)). Failure to comply with the reporting requirements may result in a disruption or termination of DEED's ability to pay Contractor in accordance with 29 C.F.R. § 97.43.

[R] [DOL Grant Agreement.]

- b. Contractor's fiscal control and accounting procedures must be sufficient to permit preparation of required reports and permit tracing of funds to a level of expenditure adequate to establish that Contract Funds have not been used in violation of the restrictions and prohibitions of applicable statutes. Contractor shall require the same of its lower tier participants.

[29 C.F.R. § 97.20(a).]

- c. Contractor shall provide DEED with quarterly performance/progress and financial reports containing data regarding performance of tasks outlined in this Contract and related matters at three month intervals. All reports shall be submitted to DEED electronically, preferably in an Adobe PDF Format. The quarterly performance/progress reports are due to DEED no later than 15 days after the end of the calendar year quarters during the Contract term. The quarterly financial status reports are due to DEED no later than 20 days after the end of the calendar year quarters during the Contract term. *Also see* term XIII.C of the Contract regarding monthly financial status reports.

[R] [29 C.F.R. §§ 97.40(b), 97.41(b) & (c)]

- d. As provided in 29 C.F.R. § 40(b)(2), the performance/progress reports will contain brief information on the following:
- (i) A comparison of actual accomplishments to the objectives established for the period. Where the output of the project can be quantified, a computation of the cost per unit of output may be required if that information will be useful.
 - (ii) The reasons for slippage if established objectives were not met.
 - (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

[R]

- e. Contractor shall also provide DEED with reports on significant events that occur between scheduled reporting deadlines as soon as the following conditions become known:

- (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the DOL Grant Agreement or the Contract. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

[R] [29 CFR §97.40(d).]

- f. In addition to quarterly reports [see Section 3.c above], the Contractor shall provide DEED with a Final Performance/Progress and Final Financial Report, due not later than 60 days after the end of the Contract, the end of the DOL Grant Agreement, or after all funds have been expended, whichever comes first. The Final Performance/Progress and final Financial Reports shall document and detail all activities completed under the Contract, and provide a detailed accounting of all federal funds spent. The report shall be submitted to DEED electronically, preferably in Adobe PDF Format.

[R] [29 C.F.R. §§ 97.40(b). 97.41(b), DOL Grant Agreement.]

4. EQUIPMENT AND SUPPLIES

Contractor may not purchase and/or lease any equipment with a per unit acquisition cost of \$5,000 or more and a useful life of more than one year without prior approval from DEED. Contractor must provide its request for the purchase or lease in sufficient time for DEED to obtain prior approval from the DOL/ETA Grant Officer.

Title to equipment and supplies acquired by Contractor and its subcontractors with Contract Funds shall vest upon acquisition in the State, DEED.

Contractor for itself and its subcontractors must transfer all residual equipment and supplies to the State within 60 days of completion or termination of the Contract unless DEED approves an alternative disposition within 45 days of completion or termination of the Contract.

[R][29 C.F.R. §§ 97.32, 97.33, DOL Grant Agreement.]

5. REBATES

Contractor agrees to advise DEED in writing of any forthcoming income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by the DEED-MnSCU Agreement so that appropriate action can be taken to ensure that DOL is reimbursed proportionally from such income.

[R][DOL Grant Agreement.]

6. PROGRAM INCOME

Contractor must promptly report to DEED all program income generated during the term of the DEED-MnSCU Agreement. Net program income may be used for purposes of the DOL Grant to DEED.

[R] [29 C.F.R. §§97.25(c) & 97(g)(2), DOL Grant Agreement.]

7. INDIRECT COST RATES

Contractor shall not charge nor claim for reimbursement any indirect costs until a current, acceptable indirect cost rate has been reviewed, negotiated and approved by its cognizant Federal agency. Contractor must submit a copy of its approved Indirect Cost Rate Negotiation Agreement to DEED within 30 days after the indirect cost rate has been approved or this Contract's execution date, in order to be eligible to claim indirect costs against the Contract.

[R] [OMB Circular A-21 codified at 2 C.F.R. Part 220.]

8. ALLOWABLE COSTS

Allowable costs shall be determined in accordance with the cost principles applicable to the organization incurring the cost. Applicable cost principles for for-profit organizations are provided in 48 C.F.R. Part 31, Contract Cost Principles and Procedures. Applicable cost principles for state agencies are provided in OMB Circular A-87 (codified at 2 C.F.R. Part 225). Applicable cost principles for institutions of higher education are provided in OMB Circular A-21 (codified at 2 C.F.R. Part 220). (29 CFR § 97.22.) Contractor shall reimburse DEED for any amounts which DEED is required to pay DOL because DOL disallows costs of the Contract on the basis of a DOL audit or other review.

[29 C.F.R. § 97.51.]

9. PAYMENT TO CONSULTANTS

Consultant fees shall be limited to \$500 per day without additional DOL Grant Officer approval.

[DOL Grant Agreement.]

10. AUDIT/ACCESS TO RECORDS

In addition to the State Audit provisions of the DEED-MnSCU Agreement, Contractor shall permit access by DOL, the Comptroller General of the United States, or any of their duly authorized representatives to all records, books, papers, or documents, of the Contractor which are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcripts. Contractor shall require its lower tier participants, at any tier, to comply with this term for the lower tier participant's pertinent records, books, papers or documents. Under State law, Contractor and its lower tier participants must retain all books, records, documents, and accounting procedures and practices for a minimum of six years from the end of the Contract or lower tier transaction, as applicable.

[Minn. Stat. § 16C.05, subd. 5, DOL Grant Agreement]

11. FEDERAL INTELLECTUAL PROPERTY RIGHTS

DOL reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes:

- a. The copyright in any work developed under this Contract.
- b. Any rights of copyright which Contractor and its lower tier participants purchase with funds provided by this Contract.

[29 C.F.R. § 97.34.]

12. PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or part by the DOL Grant Agreement, Contractor, its lower tier participants and agents, shall clearly state (1) the percentage of the total

costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

[As applicable: P. L. 109-149, Title V, § 506; P.L. 110-161, § 6, Div G, Title I, § 506; P.L. 111-8, § 5, Div. F, Title V, § 506; DOL Grant Agreement.]

13. HISTORICALLY BLACK COLLEGES AND UNIVERSITIES, OTHER MINORITY INSTITUTIONS AND CERTAIN SMALL BUSINESSES

If Contractor enters into subcontracts in order to perform the services required by the DEED-MnSCU Agreement, Contractor is strongly encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities, and other minority institutions such as Hispanic Serving Institutions and Tribal Colleges and Universities, and to small businesses owned and controlled by socially and economically disadvantaged individuals.

[Executive Order 12928, DOL Grant Agreement.]

14. VETERANS PRIORITY

The program funded by the DOL Grant Agreement is subject to the provisions of the Jobs for Veterans Act (JVA), (P. L. 107-288, 38 U.S.C. § 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. The State was required to provide a plan under Title I of the Workforce Investment Act of 1998 (P.L. 105-220) and the Wagner-Peyser Act, 48 Stat. 113 (1933) as amended, 29 U.S.C. 49-49I-2, to describe the policies and strategies in place to ensure, pursuant to the JVA, that priority of service is provided to veterans and certain spouses who otherwise meet the eligibility requirements for all employment and training programs funded by DOL and administered by DOL's Employment and Training Administration (ETA). In addition the State was required to provide assurances that it will comply with the Veterans Priority Provisions established by the JVA.

Contractor shall provide information and priority of services to eligible veterans and certain eligible spouses, as established by the JVA and as set forth in the State plan, including information and priority of service regarding benefits and services that may be obtained through other entities or service providers and ensure that each eligible person who applies to, or is assisted by, the program funded by the DOL Grant Agreement is informed of the employment-related rights and benefits to which the person is entitled under the JVA

[JVA, DOL Grant Agreement.]

15. EMPLOYMENT OF UNAUTHORIZED ALIENS

None of the Federal funds may be used to employ workers who are defined as unauthorized aliens by the Immigration Reform and Control Act of 1986, P.L. 99-603, Title I, Part A, § 101(a)(1), as amended, 8 U.S.C. § 1324a(h)(3)).

[As applicable: P.L. 110-161, § 6, Div. G, Title V, § 520; P.L. 111-8 § 5, Div. F, Title V, § 519.]

16. FEDERAL STATUTORY REQUIREMENTS (As Applicable)

Contractor:

- a. Because the programs or activities under this Contract receive Federal financial assistance, shall comply with all Federal statutes relating to nondiscrimination. These include, but are

not limited to: 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352, as amended, 42 U.S.C. § 200d et seq.) which prohibits discrimination on the basis of race, color or national origin, *see also* 29 C.F.R. Part 31 which implements this law; 2) Title IX of the Education Amendments of 1972 (P.L. 92-318, as amended, 20 U.S.C. §§ 1681-1683 & 1685-1686), which prohibits discrimination on the basis of sex, *see also* 29 C.F.R. Part 36 which implements this law; 3) Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps disability, *see also* 29 C.F.R. Parts 32 & 33 which implement this law; 4) the Age Discrimination Act of 1975 (P.L. 94-135, as amended, 42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age, *see also* 29 C.F.R. Part 35 which implements this law; 5) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255, as amended,; and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616, as amended, prohibiting denial or deprivation of Federal civilian employment, or a Federal professional license or right solely on the grounds of prior substance abuse, prohibiting discrimination in admission or treatment of certain substance abusers suffering from medical conditions by private or public general hospitals or outpatient facilities (42 U.S.C. §§ 290dd & 290dd-1); 6) §§ 523 and 527 of the Public Health Service Act (P.L. 78-410, as amended, 42 U.S.C. § 290 dd-2), relating to confidentiality of patient records maintained in connection with the performance of any program or activity relating to substance abuse education, prevention, training, treatment, rehabilitation, or research; 7) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284, as amended, 42 U.S.C. § 3601 et seq.), prohibiting discrimination on the basis of race, color, religion, sex, familial status, or national origin or handicap in the sale, rental or financing of housing; and 8) the nondiscrimination and equal opportunity requirements of the Job Training Partnership Act of 1982 (JTPA), superseded by the Workforce Investment Act of 1998 (WIA), P.L. 105-220, as amended, principally codified at 29 U.S.C. §§ 701 et seq. 2801-2945, and 9271 et seq., section 2938 of which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, prohibits discrimination against certain noncitizens or participants in programs or activities receiving funds under the WIA. *See also* 29 C.F.R. Parts 34 & 37 which implement these laws.

- b. Shall comply, or has already complied, if applicable, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987 (PL 100-17), 42 U.S.C. §§ 4601-4655) as set forth in 49 C.F.R. Part 24, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- c. Shall comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508, and 7324-7326) which limit the political activities of State or local officers or employees whose principal employment activities are funded in whole or in part with Federal funds. An individual employed by an educational institution which is supported in whole or part by a State or political subdivision thereof is not an officer or employee under these provisions.
- d. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 & 3146-3148 (replacing §§ 276a-276a-7)), as supplemented by Department of Labor

regulations (29 C.F.R. Part 5), the Copeland Act (40 U.S.C. § 3145 (replacing § 276c) and 18 U.S.C. § 874), as supplemented by Department of Labor regulations (29 C.F.R. Part 3), and (for contracts greater than \$100,000) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708 (replacing 40 U.S.C. §§ 327-333)), as supplemented by Department of Labor regulations (29 C.F.R. Part 5), regarding labor standards for federally assisted construction and certain non-construction sub-agreements.

- e. Shall comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, as amended, 42 U.S.C. §4012a) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- f. Shall comply, if applicable, with environmental standards which may be prescribed pursuant to the following: 1) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190, as amended, 42 U.S.C. §§ 4321 et seq.) and Executive Order (EO) 11514 (regarding protection and enhancement of environmental quality); 2) notification of violating facilities pursuant to EO 11738 (prohibiting Federal assistance by grants if it would support any activity or program in such facility); 3) protection of wetlands pursuant to EO 11990; 4) evaluation of flood hazards in floodplains in accordance with EO 11988; 5) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (P.L. 92-583, as amended, 16 U.S.C. §§ 1451 et seq.); 6) prohibiting Federal assistance for any activity which does not conform to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act Amendments of 1977, (P.L. 95-95, §129b, as amended, 42 U.S.C. §§ 7401 et seq. § 7506); 7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 (P.L. 93-523, as amended, 42 U.S.C. §§ 300f et seq.); and 8) protection of endangered species under the Endangered Species Act of 1973, (P.L. 93-205, as amended, 16 U.S.C. §§ 1531 et seq.).
- g. Shall comply, if applicable, with the Wild and Scenic Rivers Act of 1968 (P.L. 90-542, as amended, 16 U.S.C. §§ 1271 et seq. §1278) related to protecting components or potential components of the national wild and scenic rivers system.
- h. Shall assist the Department of Labor in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, (P.L. 89-665, as amended, (16 U.S.C. §§ 470 et seq. §470f), EO11593 (identification and protection of historic properties), and the Historical and Archaeological Data Preservation Act of 1974, (P.L. 93-291, as amended, 16 U.S.C. §§ 469 et seq. §4 69a-1).
- i. Shall comply, if applicable, with the National Research Act of 1974 (P.L. 93-348, as amended, 42 U.S.C. § 241) and 40 C.F.R. Part 26, regarding the protection of human subjects involved in research, development, and related activities supported by this Contract.
- j. Shall comply, if applicable, with the Laboratory Animal Welfare Act of 1966, P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq. §2143(f)) pertaining to the care, handling, and treatment of certain warm blooded animals held for research, teaching, testing, experimentation, or other activities in research projects receiving Federal assistance.

- k. Shall comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act, P.L. 95-695, as amended, 42 U.S.C. §§ 4821 et seq. §§ 4822, 4832(b)) which prohibits the use of lead based paint in construction or rehabilitation of residential structures receiving Federal assistance. Also see 42 U.S.C. § 278d.
- l. Shall ensure that any meeting, convention, conference, or training seminar, funded in whole or in part with funds provided under this Contract in rooms, facilities, or services of, a place of public accommodation meets the fire prevention and control guidelines of 42 U.S.C. § 2225; Hotel and Motel Fire Safety Act of 1990, (P.L. 101-391, 15 U.S.C. § 2225a).
- m. In accordance with Executive Order No. 13126, shall not obligate or expend any Federal funds provided under this Contract for the procurement of goods mined, produced, manufactured, or harvested or services rendered, whole or in part, by forced or indentured child labor in industries and host countries already identified by the United States Department of Labor prior to the enactment of the Public Law providing the Federal funds (As applicable: P.L. 109-149, Title I, § 104, approved Dec. 30, 2005; P.L. 110-5, Div. B § 104, approved Feb. 15, 2007; P.L. 110-161, §6, Div. G, Title I, § 103, approved Dec. 26, 2007; or P.L. 111-8, §5, Div. F. Title V, § 103, approved March 11, 2009).
- n. Shall comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

[DOL Grant Agreement.]

ATTACHMENT D-1

[Sample Lower Tier Certification Form (Debarment).]

Contract Number: _____

Contractor Name: _____

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this Certification such prospective participant shall attach an explanation to this proposal.

Signed: _____

Date: _____

ATTACHMENT D-2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: _____

Date: _____

[29 C.F.R. Part 93, Appendix A]

ATTACHMENT D-3

DISCLOSURE OF LOBBYING ACTIVITIES FORM (INCLUDING INSTRUCTIONS) (SF-LLL)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		_____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PRINT

ATTACHMENT D-3 (Continued)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.